

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA
ELKINS DIVISION**

JESSICA TENNEY,

Plaintiff,

Case No. 2:19-cv-46 Judge Klee

v.

RADIUS GLOBAL SOLUTIONS, LLC,

Defendants.

_____ /

COMPLAINT

The Plaintiff, Jessica Tenney (“Plaintiff” or “Ms. Tenney”), hereby sues the Defendant, Radius Global Solutions, LLC (“Defendant” or “Radius”), and alleges:

Parties, Jurisdiction and Venue

1. Plaintiff is an individual and a resident of Lewis County, West Virginia.
2. Defendant is a foreign corporation with its principal place of business in Edina, Minnesota.
3. This is an action brought pursuant to 15 U.S.C. 1692k. Accordingly, this Court has jurisdiction over this action under 28 U.S.C. § 1331 because this is a civil action arising under the laws of the United States.
4. This Court has supplemental jurisdiction over the state law claim in this action under 28 U.S.C. § 1367 because the state law claim is so related to the claim over which this Court has original jurisdiction that they form part of the same case or controversy under Article III of the U.S. Constitution.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district.

6. All conditions precedent to bringing this action have occurred, been performed, or have been waived.

Common Facts

7. Radius is a company who uses instrumentalities of interstate commerce, including interstate telephone lines, and the mails in a business the principal purpose of which is the collect of debts. In that business, Radius regularly collects and attempts to collect, directly and indirectly, debts owed or due and debts asserted to be owed or due another.

8. Radius was engaged to collect an alleged debt (the “Alleged Debt”) from Plaintiff. The Alleged Debt was allegedly incurred for personal purposes.

9. In attempting to collect the Alleged Debt, Radius caused Ms. Tenney’s telephone to ring and engaged Ms. Tenney in telephone conversation repeatedly with an intent to annoy, abuse and harass Ms. Tenney. Radius called Ms. Tenney up to three times per day for a period of six months despite Ms. Tenney’s numerous and repeated requests for Radius to stop calling her.

10. Radius has called Ms. Tenney and spoken with her numerous times. In at least 15 different calls, Radius made a demand for money but failed to disclose the name and full business address of the person to whom the claim had been assigned for collection, or to whom the claim was owed. Each of these calls constituted a separate violation of § 46A-2-127 of the West Virginia Code.

11. Defendant directed the above-described phone calls to Plaintiff in the Northern District of West Virginia, and Plaintiff received the calls in the Northern District of West Virginia.

COUNT I – VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT

12. Plaintiff incorporates and realleges paragraphs 1 through 11 as if stated fully herein.

13. The conduct of Defendant constituted a violation of 15 U.S.C. § 1692d, which prohibits a debt collector from engaging in any conduct the natural consequence of which is to harass, oppress, or abuse any person and which specifically prohibits a debt collector from causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass the person.

14. As a direct and proximate result of the wrongful conduct of Defendant, Plaintiff has suffered actual damages, including mental anguish, embarrassment, loss of time, and financial harm.

WHEREFORE, the Plaintiff, Jessica Tenney, hereby demands judgment against the Defendant, Radius Global Solutions, LLC, for actual damages, statutory damages in the amount of \$1,000.00, court costs, reasonable attorney's fees, injunctive relief, and any other further relief this Court deems just and proper.

**COUNT II – VIOLATION OF THE
WEST VIRGINIA CONSUMER CREDIT AND PROTECTION ACT**

15. Plaintiff incorporates and realleges paragraphs 1 through 11 as if stated fully herein.

16. During at least 15 separate phone conversations with the Plaintiff, the Defendant made a demand that the Plaintiff pay the Alleged Debt but the Defendant failed to clearly

disclose: (a) the name and full business address of the Defendant to whom the Alleged Debt has been assigned for collection and (b) the party to whom the Alleged Debt was owed. The conduct of Defendant constituted a violation of Section 46A-2-127(c) of the West Virginia Code.

17. As a direct and proximate result of the wrongful conduct of Defendant, Plaintiff has suffered actual damages, including mental anguish, embarrassment, loss of time, and financial harm.

WHEREFORE, the Plaintiff, Jessica Tenney, hereby demands judgment against the Defendant, Radius Global Solutions, LLC, for actual damages, statutory damages in the amount of \$1,000.00 for each violation of the West Virginia Consumer Credit and Protection Act, court costs, reasonable attorney's fees, injunctive relief, and any other further relief this Court deems just and proper.

Demand for Attorney's Fees & Costs

Pursuant to 15 U.S.C. § 1692k(a)(3) and Section 46A-5-104, *West Virginia Code*, Plaintiff Jessica Tenney hereby demands an award of the attorney's fees and costs incurred in this matter.

Demand for Jury Trial

Plaintiff Jessica Tenney hereby demands a jury trial on all claims asserted in this Complaint and otherwise later asserted in this lawsuit.

DATED: October 28, 2019.

Respectfully submitted,

/s/ Joshua A. Mize

Joshua A. Mize, Esq.

West Virginia Bar No. 13086

MIZE LAW, PLLC

110 Front Street, Suite 300

Jupiter, FL 33477

Phone: (407) 913-6800

Fax: (407) 604-7410
Email: jmize@mize.law

*Attorney for the Plaintiff,
Jessica Tenney*